

Overbay Bros. Binders

REAL ESTATE MORTGAGE

Lots Seven (7) and Eight (8) in Block 15, in Park Hill Addition to the City of Tulsa Oklahoma, according to the amended plat there.

11370 .14
1 Sept 3
B. Quinn

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Seven Hundred Nine and 47/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable annually from date
according to the terms of one certain promissory note described as follows, to-wit:

One note dated Aug 31, 1923 for \$ 709.47 due in one year

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y. hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow to be committed upon the premises any waste or injury; and that said second part X. hereby covenants and agrees to receive from said first part Y. the sum of \$1000.00 Dollars, being the principal sum of said mortgage, with interest at the rate of 6% per annum, payable semi-annually on the first day of January and July next ensuing, and thereafter every six months until paid; and that if any default be made in the payment of the principal sum of this mortgage or any installment of interest thereon, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part X. shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agrees S that in the event action is brought to foreclose this mortgage, ----- will pay a reasonable attorney's fee of 10 dollars & 10% of amount due ----- DOLLARS which this mortgage also secures.

Part V of the first part, for said consideration, do ⁹⁸----- hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 31st day of August, 19 23

Della Myrtle Powers

-SEAT

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 31st
day of August, 1923, personally appeared _____
Della Myrtle Powers

to me known to be the identical person---- who executed the within and foregoing instrument and acknowledged to me that---~~she~~---executed the same as---her---free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires Jan 2, 1927 (Seal) Daisy Hatfield Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of Aug A. D., 19 25
at 11.10 o'clock A. M. Book 430, Page 539
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk